

## **ATTACHMENT B**



## **State Of Colorado**

**Colorado Department of Personnel  
General Support Services  
Telecommunication Services  
Colorado Information Technology Services**

### **Request For Proposal**

**for**

**Multi-Use Network: Infrastructure Development,  
Statewide Telecommunication Service Aggregation,  
and Network Management**

**October 22, 1999**

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## Section 1 - INTRODUCTION

### 1.1 Introduction

Colorado Information Technology Services (CITS) as a Division of the Department of Personnel is issuing this RFP as a solicitation for proposals for the configuration, implementation, and ongoing management of an outsourced statewide Multi-Use Network. The purpose of this Request for Proposal (RFP) is to define minimum technical and functional requirements for the State of Colorado *Multi-Use Network* and to obtain adequate information for evaluation and award of infrastructure and service development proposals offered in response to this RFP.

The Multi-Use Network will consist of 70 points of service around the state called *Aggregated Network Access Points* or *ANAPs*. An ANAP is not necessarily a physical presence or installation, but rather will be defined as a minimum of 20 Mb of access capability for State network users in an area. High-speed network access, preferably over fiber, will be delivered to these locations by the provider and distributed to users over appropriate links. Asynchronous Transfer Mode (ATM) is the required transport method. Offerors must specify how their existing service structure and planned improvements will meet the telecommunications requirements of the Multi-Use Network. This RFP seeks a prime contractor / Offeror who will create a mutually beneficial public/private partnership with the State as "anchor tenant" for increased telecommunications performance and the extension of advanced technologies throughout Colorado.

Throughout this RFP document, the State of Colorado Multi-Use Network will be referred to with the abbreviation MNT, for Multi-Use Network for Telecommunications.

The State will insist on a 36 month implementation schedule in which MNT service upgrades are completed in 30% of sites in year one (minimum of 21); 50% of sites in year two (an additional 35 sites for a total of 56); and 20% of sites in year three (the remaining 14 sites). Offerors should also describe how they intend to coordinate their MNT implementation efforts with the activities of the "Beanpole" project communities (HB 99-1102) and other grassroots technology investment initiatives. The State of Colorado encourages the use of licensed, qualified, local subcontractors for implementation of the MNT where possible.

The formal schedule for this RFP process can be found in Section II, Administrative Information.

Evaluation and award are expected to be completed by February 1, 2000 (tentative date for letter of intent to award), with contracting to be completed by February 14, 2000, and a start date target of February 15, 2000.

## **1.2 Organization of the RFP**

Section II will detail the Administrative Information for the RFP process and provide a sample contract. Section III, Statement of Work, will provide Technical Specifications and General Requirements for three modules: 1) Infrastructure, 2) Project Management; 3) Network Management and Monitoring.

Section IV, Proposal format and evaluation criteria, provides a template for responses. Background material on current equipment, network requirements, and other pertinent information will be included in the Attachments.

## **1.3 Project Description**

The concept of the State of Colorado MNT is to aggregate State telecommunication requirements onto a high-speed backbone capable of integrating voice, video, and data. The network does not call for investment in any new forms of dedicated and rigidly defined technology solely limited to State agency uses. Instead, this RFP seeks an Offeror who can leverage the State's investment into an enhanced public network to benefit all users of telecommunications technology in every community in Colorado.

Aggregation of service requirements for the MNT will deliver three immediate benefits:

1. Provide convergence of services and simplification of management, maintenance, and business operations.
2. Allow leveraging of State investment for strategic development of telecommunications capabilities and accelerated technology introduction for Colorado communities; and
3. Make possible an immediate reduction of administrative and maintenance costs and establishment of well-defined cost-avoidance strategies for future State telecommunications investment and growth.

## **1.4 History**

The MNT concept developed in response to legislation passed by the General Assembly of the State of Colorado in 1996: Senate Bills 96-102 and 96-197. Senate Bill 96-102 (C.R.S. 24-37.5-203) charged the Commission on Information Management (IMC) with the responsibility to "...develop and implement requirements for the statewide information infrastructure..." The intent was to connect "...urban and rural communities across the state..." From the start, the concept of a "public/private partnership" was central to the concept of a MNT. The IMC charge in SB 96-102 included the following task:

*To define and initiate a partnership between the private and public sectors for funding and building the statewide information infrastructure, with the understanding that the private sector will build the necessary portions of the statewide information infrastructure.*

The mandate for infrastructure development is aligned with local economic development based on the availability of advanced telecommunication services. Senate Bill 96-197 (C.R.S. 23-11.5 102 through 104) refers to the selection and operation of a "Multiple-use Network." This was defined as "... a digital network capable of carrying integrated voice and video as well as text, graphics, and other electronic data between and among schools, public libraries, institutions of higher education, and state agencies." The mandate charged the Department of Higher Education, in consultation with the Department of Education and the IMC, to investigate and select one or more multiple-use networks to connect Colorado schools, public libraries, and institutions of higher education for the purposes of enhancing instruction and information access.

A review of the State's past telecommunication purchasing practices discovered several inherent limitations in the State's ability to optimize its delivery of networked services. Distributed funding models along with distributed decision making authority had fostered the development of inefficient approaches to providing relatively generic telecommunication services to state offices throughout Colorado. State agencies, schools, libraries, and institutions of higher education purchased telecommunications services in a piecemeal fashion. These institutionalized practices have slowed development of State networked technology and fragmented the state's ability to deliver services and affect infrastructure development throughout Colorado. It has also increased the potential for failure and delay of new information technology projects that must depend on the availability of advanced telecommunications services and increased bandwidth. These telecommunication purchasing practices also have not allowed the State to benefit from forming higher-level strategic partnerships with telecommunications vendors to provide direction and support for mutually beneficial upgrading of the State's local and backbone public telecommunications infrastructure.

In October of 1997, the Multi-use Network Taskforce (MNT) was established by the Department of Personnel / General Support Services. As a result of the work done by the taskforce, the IMC released the *Colorado Strategic Plan For Statewide Telecommunications Infrastructure* in February 1998. A copy of the plan and other related information may be obtained at the following web site [http://www.state.co.us/gov\\_dir/gss/cits/comm/multinet/multinetcover.htm](http://www.state.co.us/gov_dir/gss/cits/comm/multinet/multinetcover.htm).



## 1.5 Related Legislation

A companion piece to the MNT Strategic Plan relates to *Community Incentive Funding or community based access grants*, a means to fund and facilitate the participation of community level stakeholder aggregation (that is, other than State agency offices) to extend MNT-recommended infrastructure upgrades to every Colorado community. A bill informally known as the "Beanpole Bill" (HB 99-1102) was passed in the 1999 legislative session to establish a grant program for local communities. Enabled with "Beanpole" funding, each community can aggregate its multiple sources of telecommunications demand from education, local government, library, health care, and other public or non-profit sectors. This community-level aggregated demand is intended to provide the "anchor tenant" to resolve "last mile" problems even in communities without significant State government telecommunications requirements. Local ANAPs (aggregations of non-State user requirements) will be formed within the self-defined community to aggregate telecommunications services. The concept is to achieve a critical mass of demand and facilitate extension of the capabilities of the MNT. First year funding defined in the "Beanpole" bill is \$4.676 million, with additional funding dependent on demonstrated success of the program. A copy of HB 99-1102 along with other descriptive and contact information on the "Beanpole" project can be found in Attachment 5.1 of this RFP.

HB 99-1102 directs State Telecommunications Services to interconnect with these community-based aggregation efforts:

**24-1-125**, Colorado Revised Statutes, to administer a community-based access program of incentive grants available to all communities in the state to aggregate the communications traffic of the public offices within the community. The General Assembly also hereby directs the executive director of the department of personnel to interconnect this community-based traffic with networks established by the state, to the extent that available resources permit.

**24-30-903. Duties and Responsibilities.** (7) The executive director of the department of personnel shall carry out all duties and responsibilities set forth in this section in a manner that is consistent with the objective of maximizing access to digital networks of the state by all public offices of all levels, branches, and political subdivisions of the state within every community of the state. In particular, within available resources and as soon as feasible, the executive director shall provide connections proposed and approved by the department of local affairs, created in section 24-1-125, C.R.S., through the community-based access grant program established under section 23-11-104,5, C.R.S., and may act as a network provider between or among all public offices as defined in said section.

The MNT, by this requirement, is an inclusive concept, and Offerors should keep in mind that the State wishes to establish a system which will leverage telecommunications investment from the broadest possible set of approved stakeholders. Therefore, the State

of Colorado is soliciting proposals from service providers who can build, operate, and manage a statewide network to consolidate the needs of Colorado State agencies as well as the telecommunications needs of higher education sites, local government, and other public entities, such as K-12 schools, healthcare facilities, and libraries, as called for in HB 99-1102. Responses to this RFP should address this issue of inclusiveness and aggregation of investments in addition to what the State itself will be able to provide under the auspices of this RFP. In effect, the coordinated inclusion of these other investments will return a benefit to the State in improved infrastructure and capability, particularly in Colorado's smaller and less populous communities.

## 1.6 Goals

The MNT concept has the following set of goals:

The primary goal of this RFP is to identify an Offeror who can provide the best proposal for improvements of cost control and efficiency for both client and vendor in the provision of telecommunications services and infrastructure development required by the State of Colorado. This statement is expanded and detailed in a set of goals (revised from their original publication in 1998) which first appeared in the State's MNT Strategic Plan:

1. To aggregate network management and telecommunications purchasing to maximize the value of the State's telecommunications investment in measures of cost efficiency and technical performance.
2. To provide a minimum of one point of service for high speed access (ANAP) in every county in the state (plus several other State-served sites, a combined minimum of 70). These will provide bandwidth ranging from 20 Mbps to 2.4 Gbps (OC-48) for State services, via Asynchronous Transfer Mode (ATM) connections capable of carrying voice, video, and data on a statewide network.
3. To establish a public/private strategic partnership with an Offeror to coordinate the use of ongoing state telecommunications investment for the build-out of advanced telecommunication capabilities in all Colorado communities.
4. To create a telecommunications service system in which the physical network will not be state owned. Instead, the State network will consist of a network of purchased services with defined performance capabilities. The only equipment that will be owned by the State are designated ATM edge switches and other customer premise equipment (CPE).
5. To align and aggregate departmental purchasing of telecommunications services for efficiency and value of State investment (i.e., to

receive the highest bandwidth and most advanced technology access for the dollar), coordinated management, and simplification of the vendor business relationship.

6. To leverage departmental and State aggregate telecommunications spending to assist vendor provision of public and switched services in Colorado communities and introduction of new telecommunications technologies throughout the State.
7. To provide a secure, reliable, scaleable telecommunications environment for the delivery of state services.

The MNT concept is based on a consolidation of State telecommunication services, WAN resources, existing State-owned equipment, and network management resources to generate cost savings, increased efficiency, and improved performance. The aggregation and centralized monitoring of State services should allow for the integration of all forms of telecommunications traffic into a more cohesive and flexible network. The resulting service infrastructure should provide not only higher performance, but also better availability, improved network management capability, more rapid response to new service requirements, and better potential for future cost avoidance. The MNT concept will also make possible a more streamlined business process.

The State Legislature, in its 1999 session, approved a State Backbone Budget Decision Item for \$4,050,000 as the first year funding of a total \$13.5 million in Capital Construction over the next 3 fiscal years and \$7.35 million in Additional Spending Authority for the MNT. This funding approval allows the State to issue this RFP to select a prime contractor to develop and implement the MNT.

The completed MNT will be an outsourced, monitored and managed statewide network infrastructure that can accommodate voice, data and video communications as well as shared Internet access.

### **1.7 Current Status of State Networks**

The State of Colorado is in need of a new, flexible, high-speed backbone to accommodate the many new applications and services being developed and deployed for its citizens. Currently the State employs several architectures and legacy networks to handle its data, voice, and video needs. Many new departmental networks have also been under development to accommodate required upgrades in services. This section summarizes those old and new networks for your better understanding of current and upcoming requirements

There are 19 State departments in Colorado, which can be classified into four categories depending on how they operate their telecommunications networks. The first group is general State government, the agencies responsible for the general services of the state, which includes Labor and Employment, Human Services, Public Safety, Transportation,

and others. The second category is Higher Education, which includes the four-year colleges and university system in Colorado. The third is the community college system run by the Colorado Community College and Occupational Education System (CCCOES). And the last category is the Judicial Branch and others. Each of these groups has been somewhat autonomous in the planning, management, and operation of their telecommunication projects and networks.

**1.7.1 General State Government** – The Telecommunications Services Group under Colorado Information Technology Services (CITS) in the Department of Personnel/General Support Services is responsible for assisting general State government agencies to design and complete their network and telecommunications projects. Telecommunications Services operates the State Digital Data Network (DDN), the Colorado Information Network backbone (CIN), the CITS Data Center Systems Network Architecture (SNA) network, ATM network, and the Cooperative Interactive Video in Colorado State Government (CIVICS) video network. The implementation, oversight, and operations of the MNT will also be a responsibility of Telecommunications Service Group.

**1.7.2 Higher Education** – Higher Education uses the Internet for most of its intercampus electronic mail and traffic. Higher Education (CU Denver) also provides internet services to the CCCOES community college system. It is also a user of the CITS CIVICS network for videoconferencing and distance learning. The University of Colorado and Colorado State University are charter members of Internet II Project, with the University of Colorado at Denver slated to serve as a “Gigapoint” for Internet II services. The Internet II Project is a collaborative effort among a number of universities, federal R&D agencies, and private sector firms to develop a next generation Internet for research and education, including enhanced network services as well as the multimedia applications which will be enabled by those services. Higher Education sites include the University of Colorado, with campus locations in Boulder, Denver, and Colorado Springs; Colorado State University in Fort Collins with extension services throughout the state; the University of Northern Colorado in Greeley; Fort Lewis College in Durango; Western State College in Gunnison; Adams State College in Alamosa; Mesa College in Grand Junction; and the University of Southern Colorado in Pueblo.

**1.7.3 Community College System** – The Community College network receives Internet service through a connection at CU Denver, and it uses the CITS CIVICS network for distance learning and videoconferencing. It uses the DDN and carrier circuits to connect its various sites. There are community colleges in Sterling, Trinidad, Fort Morgan, the Denver metro area, Pueblo, Lamar, Rangely, and La Junta. A number of these Colleges operate multiple campuses.

**1.7.4 Judicial Branch and Others** – The Judicial Branch network was developed at the departmental level and its staff does network design, operation, and purchasing separately from any other group. K-12 and the Library Network are also included in this category. The K-12 education network is largely composed of schools connecting to the Internet through a variety of internet service providers. Some are connected through grant

projects at higher education sites and the community college system. The Colorado Department of Education helps facilitate Internet connections for schools (it distributes \$4+ million in Federal educational technology support funding annually) and may serve as a technical resource to the school districts. The Colorado State Library, also a division of the Colorado Department of Education, operates the Access Colorado Library and Information Network (ACLIN), providing online access to library resources for all State residents (free dial-up access is a statutory requirement of ACLIN) and distributes up to \$2 million in Federal and private grant funding for library technology development in the state annually. Both libraries and schools have recently benefited from the introduction of "E-rate" telecommunications subsidies which provide up to 90% discounts for their Internet and telephony expenses. Information on the recent status of Library and K-12 Schools telecommunications infrastructure and usage can be found in Attachment 5.8.

**1.7.5 Backbone Network Services** – Most of the State's networks are carried over telecommunications lines leased from private telecommunication suppliers. Leased lines for State networks range from 2400 bps analog circuits to 155 Mbps ATM service. The State has also operated a statewide microwave system primarily to support public safety radio applications for a number of years. In addition to the Colorado State Patrol and local law enforcement, this system supports radio communications within the Department of Transportation (snowplows, highway equipment, etc.); Department of Natural Resources, including the Parks and Wildlife divisions; Department of Corrections for communications within and between prisons; and Higher Education institutions primarily for security and maintenance applications. The microwave network also serves as an alternate or redundant path for statewide networks such as the DDN. The microwave system has links to the systems in the states of Wyoming and New Mexico with a link to Utah recently having been implemented.

**1.7.6 Voice Communications** – The State currently supports approximately 38,000 telephone numbers located throughout the state excluding Higher Education and their student populations. Voice service management also includes the State long distance services contract, billing an aggregate of services of approximately \$3.5 million annually.

**1.7.7 Analog Radio** – Although the State microwave network is digital, normal radio communications are still analog. The State system supports approximately 9900 radios and related dispatch centers. State users account for almost 8100 radios with the highest concentrations in Transportation (almost 2700), Natural Resources (over 1500), and Corrections (over 1600). Another 1800 radios are located in city and county governments primarily in local law enforcement and fire protection. Other State of Colorado departments using radio services include Agriculture, General Support Services, Judicial, Education, Public Health & Environment, Higher Education, Human Services, Labor & Employment, Law, Local Affairs, and Revenue. The Colorado State Patrol is transitioning from 17 dispatch centers down to five strategically located centers throughout the state. The State recently completed an RFP process for Digital Trunked Radio Services.

**1.7.8 Digital Data Network (DDN)** – The Digital Data Network (DDN) was created in 1986 to combine and better facilitate the transmission of data traffic within the state. The DDN consists primarily of leased digital lines with some reliance on the digital microwave for alternate paths or redundancy. The network relies on Time Division Multiplexers from General DataComm (GDC), and consists of nearly 50 nodes and around 350 circuits. DDN carries primarily low speed SNA network (9600 Bps) data and CIVICS video network traffic. (Please see Attachment 5.2 for network diagram.) It is one intent of this RFP to provide a high-speed network backbone that will allow a migration path to upgrade existing circuits on the DDN to the new and advanced services of the MNT.

**1.7.9 SNA Network** – The SNA network is so named because it uses the Systems Network Architecture (SNA) protocol. It is the network architecture used to interconnect IBM type mainframes such as the Armdahl Millenium 775 at the CITS Data Center and generally supports the widely used 3270 terminals still common to many departments. SNA is also used to connect the State mainframe to other mainframes for intercommunication.

The use and expansion of the SNA network has been discouraged. However, the State Data Center still has over 8400 devices identified as SNA. Ultimately, the use of this protocol, at least on the backbone portion of the State network, needs to be phased out in favor of the State standard, TCP/IP protocol. There is an SNA Project currently being implemented to do just this. It is anticipated that the majority of analog SNA lines will be converted to Frame Relay and encapsulated or converted to TCP/IP by June of 2000.

**1.7.10 CIVICS Network (Video Conferencing)** – The Cooperative Interactive Video In Colorado State Government (CIVICS) network provides the delivery of interactive video conferences and classes to 129 sites located around the state. In the last two years, CIVICS has grown rapidly. Currently, most of this activity runs on the DDN. The CIVICS network offers two-way interactive video using at least 384 Kbps of bandwidth. Due to the time division multiplexer technology used in the DDN, 384 Kbps of bandwidth must be permanently dedicated whether or not a videoconference is taking place.

There are increasing capacity issues as demand grows for this service. The highest usage is for course delivery between colleges, universities, and community colleges. Another use for video by the Department of Corrections is teleconferencing, which will be used to train staff and inmates, as well as provide services for video arraignment, parole board hearings, and staff meetings. The State is currently unable to meet the increasing demands in this area due to the limitations of the existing, legacy, DDN network.

**1.7.11 Colorado Information Network (CIN) / Open Colorado Information Network (OCIN)** - These networks are primarily based on Frame Relay Technology. The CIN has

network connections to most departments and serves as transport to the CITS Data Center mainframe and the Internet. Through the CIN, departments can interconnect and communicate with one another. The CIN also connects the State network to the global Internet. The CIN link to the Internet was recently upgraded from 1.544 Mbps to an ATM line at 20Mbps, improving performance dramatically.

There are various structural components of the CIN network in addition to frame relay circuits. There is a high-speed fiber optic loop (using FDDI - Fiber Data Distributed Interface) connecting the buildings in the Capitol Complex area. There are currently more than 220 routing points on this network using primarily Cisco routers. The CIN has more than 6000 countable devices attached to the network. The CIN network is currently monitored via Open View network software from Hewlett-Packard using SNMP (Simple Network Management Protocol). The State web server (Colorado Homepage) uses the CIN to connect to the Internet. The web server is on the "open" (i.e., public) CIN (OCIN), which is accessible from the Internet without restriction. The major portion of CIN is behind a screening router providing a barrier to incoming Internet traffic.

**1.7.12 Asynchronous Transfer Mode (ATM)** -In 1996, the State was funded for development of an ATM network to provide dramatically improved capabilities and replace the current Digital Data Network (DDN). The ATM network was initially designed to be owned and operated by the State and to run over privately leased lines. However, plans for the ATM network changed based on the 1998 Strategic Planning initiative of the Information Management Commission (IMC). Abandoning the private network concept, the ATM project took on a new focus of public/private partnership in preparation for the new Multi-Use Network (MNT) backbone.

The State has currently installed General DataComm (GDC) ATM switches at four locations, operating on a combination of a private SONET ring and public switched architecture (See Attachment 5.3). This has enabled limited aggregation of data, voice, and video, along with integration to Frame Relay sites throughout the state. A 155.5 Mbps OC-3c line was leased for seamless Inter-LATA crossing in an effort to extend the limited "cloud" across the state. A concerted effort has been made to capture the newly developing departmental networks for incorporation into the MNT. This network has been implemented to enable a seamless rollover into the new Multi-Use Network backbone specified in this RFP for which expanded ATM and other advanced services are required to every county in the state.

## **1.8 New Initiatives**

**1.8.1 Department of Human Services (CDHS)** - Efforts are currently underway to extend the Colorado Department of Human Services' existing 46 Frame Relay sites into the ATM "cloud" for connectivity to aggregation points at 3520 W. Oxford Street (Fort Logan), 1525 Sherman, and 690 Kipling.

**1.8.2 Department of Human Services - Colorado Youth and Families (CYF)** - The CYF program, under CDHS, has begun ATM/Frame Relay implementation into the "cloud" from 76 sites around the state. Aggregation points are located at 690 Kipling and 1525 Sherman.

**1.8.3 Department of Human Services- Colorado Benefit Management System (CBMS)** - Efforts are currently underway for the implementation of the CBMS Frame Relay to be integrated into and aggregated through the ATM "cloud." The CBMS requires services at the same 76 sites as the CYF (above), plus 23 additional sites.

**1.8.4 Department of Public Safety- Colorado State Patrol (CSP)** - Colorado State Patrol has just recently extended Frame Relay T-1 service to their five computer-aided dispatch (CAD) locations throughout the state with integration and aggregation through ATM to 690 Kipling and 4201 E. Arkansas.

**1.8.5 Department of Public Safety - Colorado Bureau of Investigation (CBI)** - Efforts are currently underway by CBI to implement a new statewide network to over 300 locations in Colorado with Frame Relay/ATM integration. Aggregation points will be at 690 Kipling and 4201 E. Arkansas.

**1.8.6 Colorado Community Colleges and Occupational Education Services (CCCOES)** - The Community College fiber network in the southeast corner of the state is currently being extended on high-speed ATM access from our location at 902 Erie, Pueblo, to the University of Colorado at Denver.

**1.8.7 Judicial** - Efforts are currently underway to extend ATM service to Judicial's site at 1300 Pennsylvania. Frame Relay/ATM integration and aggregation will point there as well as to 690 Kipling.

**1.8.8 Department of Revenue** - The Department of Revenue currently subscribes to OC-3 SONET/ATM service at 1881 Pierce for voice consolidation, ATM/Frame Relay integration, and ATM access to the CIN at 690 Kipling, with high-speed access to their location at 1313 Sherman.

**1.8.10 CIN / OCIN** - State access to the CIN has already been extended through the State-owned ATM switches from 690 Kipling to 1525 Sherman and 4201 E. Arkansas. ATM access to SuperNet (now Qwest) is provided through the "cloud" and southern LATA integration has been extended through the State site at 701 Court, Pueblo. OCIN is provided at 690 Kipling to 1525 Sherman through the State ATM switches and



SONET ring. OCIN InterLATA integration is currently underway from 902 Erie, Pueblo, to 690 Kipling, Lakewood.

## **Section 2 - Administrative Information**

### **A. Issuing Office**

This Request for Proposal (RFP) is issued for the State of Colorado, by the Colorado Division of Purchasing for Telecommunication Services. Telecommunications Services is a section of Colorado Information Technology Services, a Division of the Colorado Department of Personnel/General Support Services. The Division of Purchasing is the sole point of contact concerning this RFP.

### **B. Official Means of Communication**

During the solicitation process for this RFP, all official communication between the DOP and Offerors will be via postings on the State's BIDS system. DOP will post notices which will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Offeror. It is incumbent upon Offerors to carefully and regularly monitor BIDS for any such postings.

### **C. Statement of Purpose**

This RFP provides prospective Offerors with sufficient information to enable them to prepare and submit proposals for consideration by the State to achieve the goals of this RFP.

### **D. Scope**

This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements that must be met to be eligible for consideration; and other requirements to be met by each proposal.

### **E. SCHEDULE OF ACTIVITIES**

- |  |                           |
|--|---------------------------|
| 1. RFP Notice Sent To Prospective Vendors  | October 22, 1999          |
| 2. Prospective Vendors Written Inquiry Deadline<br>(No Questions Accepted After This Date And Time)                            | November 19, 1999 3:30 PM |
| 3. Mandatory Pre-Proposal Conference   | November 9, 1999          |
| 4. Proposal Submission Deadline<br>(Submit 12 Copies of the Proposal, including one original)                                  | December 10, 1999 2:30 PM |
| 5. Oral Presentation/Site Visits   | January 5, 6, 7, 2000     |
| 6. Best and Final Offer  | January 19, 2000 5:00 PM  |
| 7. Notice of Intent to Award<br>Contract period to February 2005, with options for 5 years of annual renewals (total 10 years) | February 1, 2000          |

## **F. INQUIRIES**

Vendors may make written, e-mail, or fax inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Send all inquiries to:

Division of Purchasing  
225 East 16th Ave., Suite 802  
Denver, Colorado 80203-1613  
Fax: (303) 894-7440  
RFP No. TK-00011-00 Inquiry

Address inquiries to:

Attention: Thirza Kennedy or e-mail [thirza.kennedy@state.co.us](mailto:thirza.kennedy@state.co.us)

The only official response to Offeror's inquiries will be published as a modification on the BIDS system in a timely manner. Offerors should not rely on any other statements that alter any specification or other term or condition of the RFP.

## **G. Mandatory Pre-Proposal Conference**

A Mandatory Pre-Proposal Conference will be held at the time and location listed below. All vendors must attend the entire conference and sign in and out on the attendance list provided at the conference. Only those Vendors who attend the entire pre-proposal conference will be allowed to submit a proposal. You must sign both the sign in and sign out register to be eligible for award.

Date: November 9, 1999  
Time: 9:00 AM  
Location: Conference Room B-70  
State Services Building  
1525 Sherman Street  
Denver, Colorado 80203

***Reference Documents are available online at the following sites:***

Multi-Use Network Strategic Plan (1998):  
[http://www.state.co.us/gov\\_dir/gss/cits/comm/multinet/multinetcover.htm](http://www.state.co.us/gov_dir/gss/cits/comm/multinet/multinetcover.htm)

HB 99-1102, The "Beanpole" bill:  
<http://www.ruraltelecon.org/cif.htm>

## **H. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by the vendor prior to the established due date and time.

## **I. PROPOSAL SUBMISSION**

Proposals must be received on or before the date and time indicated in the Schedule of Activities. Late proposals will not be accepted. It is the responsibility of the vendor to ensure that the Division of Purchasing receives the proposal on or before the proposal opening date and time. Vendors mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package shall be delivered or sent by mail to:

Division of Purchasing  
225 East 16th Ave., Suite 802  
Denver, Co. 80203-1613  
Attention: Thirza Kennedy

The State of Colorado Invitation for Bid / Request For Proposal cover page **MUST** be signed in ink by the vendor or an officer of the vendor legally authorized to bind the vendor to the proposal. The signed invitation for Bid form is to be included with the proposal copy that is marked **ORIGINAL**.

Proposals, which are determined to be at a variance with this requirement, may not be accepted.

Proposals must be submitted and sealed in a package. The outer envelope of the package must show the following information:

**OFFEROR'S NAME**  
**RFP-NO.**  
**PROPOSAL DUE DATE AND TIME**

The Division of Purchasing desires and encourages that proposals be submitted on recycled paper, printed on both sides. While the appearance of proposals and professional presentation is important, the use of non-recyclable or non-recycled glossy paper is discouraged.

## **J. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL:**

In the event that it becomes necessary to revise any part of this RFP, an addendum notice will sent via the BIDS system.

**K. ORAL PRESENTATIONS / SITE VISITS**

Offerors may be asked to make oral presentations or to make their facilities available for a site inspection by the evaluation committee. Such presentations and/or site visits will be at the Offeror's expense.

**L. ACCEPTANCE OF RFP TERMS**

A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the State's RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

**M. PROTESTED SOLICITATIONS AND AWARDS**

Any actual or prospective vendor or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Executive Director of the Department of Personnel/General Support Services. The protest shall be submitted in writing within seven working days after such aggrieved **person knows, or should have known, of the facts giving rise thereto** (emphasis added). Ref. Section 24-109, 101 et. seq., CRS, as amended; Section 24-109-101 through R-24-109-206, Colorado Procurement Rules.

With regard to the emphasized language above, it is important for Offerors to note that a challenge to the solicitation's requirements or specifications should be made within 7 working days of when the protestable item is known. In other words, if you believe that the solicitation contains a requirement you want to protest, the protest should be submitted within the 7 working day time period, even if that means it is filed during the time the solicitation is still open.

As noted in paragraph B above and paragraph Q below, announcement of the apparent winning Offeror will be made via a posting on the BIDS system. The requirement for timely submission of any protest (7 working days) will begin on the first working day following posting of the award notice on BIDS.

**N. CONFIDENTIAL / PROPRIETARY INFORMATION**

Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted, by the Offeror with the proposal. The Offeror must state specifically what elements of the proposal are to be considered confidential/proprietary.

*Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal.*

*Co-mingling of confidential/proprietary and other information is*

NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential and proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

The Division of Purchasing will make a written determination as to the apparent validity of any written request for confidentiality. In the event the Division of Purchasing does not concur with the Offeror's request for confidentiality, the written determination will be sent to the Offeror. Ref. Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records.

**O. RFP RESPONSE MATERIAL OWNERSHIP**

All material submitted regarding this RFP becomes the property of the State of Colorado. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records.

**P. PROPOSAL PRICES**

Estimated proposal prices are not acceptable. Proposal prices will be considered to be your best and final offer, unless otherwise stated in the RFP. The proposal price will be considered in determining the apparent successful Offeror.

**Q. SELECTION OF PROPOSAL**

As described within the RFP, an Evaluation Committee will review and score offers submitted and make a recommendation for award. This selection will be for award to the responsible Offeror whose proposal is determined to be most advantageous to the State. The DOP purchasing office, after review and approval of the evaluation committee's written recommendation, will notify all Offerors via a posting on the BIDS system of the results of the RFP evaluation. The posting will be an announcement of "Notice of Intent to Make an Award" which will name the apparent successful Offeror.

**R. AWARD OF CONTRACT**

The award will be made to the responsible Offeror whose proposal, conforming to the RFP, will be the most advantageous to the State of Colorado, price and other factors (network technology, geographic coverage, etc.) considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the State may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next most responsible Offeror.

**S. ACCEPTANCE OF PROPOSAL CONTENT**

The contents of the proposal (including persons specified to implement the project) of the successful vendor will become contractual obligations if acquisition action ensues. Failure of the successful vendor to accept these obligations in a state contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such vendor may be removed from future solicitations.

**T. STANDARD CONTRACT**

The State of Colorado reserves the right to incorporate standard State contract provisions into any contract resulting from this RFP including but not limited to the "Sample State Contract" provisions attached herein, and the State Special Provisions. Certain portions of the Contract may be edited or adjusted to reflect the actual award given a particular vendor. The Contract executed shall become the Master Contract used to purchase telecommunications services on behalf of state agencies, political subdivisions, or other entities authorized to purchase from this state contract.

**U. RFP CANCELLATION**

The state reserves the right to cancel this entire Request for Proposal or individual Phases at any time, without penalty.

**V. STATE OWNERSHIP OF CONTRACT PRODUCTS/SERVICES**

Proposals, upon established opening time, become the property of the State of Colorado. All products/services produced in response to the contract resulting from this RFP will be the sole property of the State of Colorado, unless otherwise noted in the RFP. The contents of the successful Offeror's proposal will become contractual obligations.

**W. INCURRING COSTS**

The State of Colorado is not liable for any cost incurred by Offerors prior to issuance of a legally executed contract, purchase order, or other authorized acquisition document. No property interest, of any nature shall occur until a contract is awarded and signed by all concerned parties.

**X. MINORITY-OWNED/WOMAN OWNED BUSINESS ENTERPRISE PARTICIPATION**

It is the state's intent to achieve the goals of the Governor's Executive Orders D0055-87 and D0005-94 regarding minority/woman owned businesses. Offeror's are reminded it is illegal to discriminate.

**Y. NON-DISCRIMINATION**

The vendor shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

**Z. REJECTION OF PROPOSAL**

The State of Colorado reserves the right to reject any and all proposals, waive informalities and minor irregularities in proposals received, and to accept any portion of a proposal or all items proposed if deemed in the best interest of the State of Colorado.

**AA. PARENT COMPANY:** If an Offeror is owned or controlled by a parent company, the name, main office address and parent company's tax identification number shall be provided in the proposal. The tax identification number provided must be that of the Offeror responding to the RFP.

**BB. NEWS RELEASES:** News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the State.

**CC. CONTRACT CANCELLATION:** The State reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the contractor.



**DD. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. By submission of this proposal each Offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:

(a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;

(b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any competitor; and

(c) No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2. Each person signing the Invitation for Bid form of this proposal certifies that:

(a) He is the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or

He is not the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the Offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

**EE. TAXES:** The State of Colorado, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all state and local government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)). Our Colorado State and Local Sales Tax Exemption Number is 98-02565. Seller is hereby notified that when materials are purchased in certain political sub-divisions (for example - City of Denver) the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

**FF. ASSIGNMENT AND DELEGATION:** Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

**GG. AVAILABILITY OF FUNDS:** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the State of Colorado.

**HH. INSURANCE:**

1. If the RFP so states, the contractor shall procure, at its own expense, and maintain for the duration of the contract, the following insurance coverage's; the State shall be issued certificates as an additional insured.

A. **Standard Workers' Compensation and Employer Liability** as required by state statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.

B. **General and/or Personal Injury and/or Professional and/or Automobile Liability** - (including bodily injury, personal injury and property damage) with the following minimum coverage, depending on the policy format:

1. **Occurrence** basis policy - combined single limit of \$600,000.

2. **Annual Aggregate** limit policy - not less than \$1 million plus agreement that vendor will purchase additional insurance to replenish the limit to \$1,000,000 if claims reduce the annual aggregate below \$600,000.

3. \* **Claims-Made** policy - Combined single limit of \$600,000, plus an endorsement that extends coverage two years beyond the policy expiration date.

C. Vendor shall provide such other insurance as may be required by law, or in a specific solicitation.

2. The State of Colorado shall be named as an **additional insured** on all liability policies.

3. The insurance shall include a provision preventing **cancellation** without 60 calendar days prior written notice to the State by certified mail.

4. Vendor shall provide the following documentation to the State within 7 working days of a request therefor, unless otherwise provided:

A. **Certificate/s** of adequate insurance coverage, each with a reference to the State being named as an additional insured, or

B. **Certificate/s** of adequate insurance coverage and an **endorsement/s** of additional insured coverage.

**II. INDEPENDENT CONTRACTOR CLAUSE:** All personal service contracts must contain the following clause:

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, SHALL PROVIDE AND KEEP IN FORCE WORKER'S COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS."

**JJ. VENUE:** The laws of the State of Colorado, U.S.A. shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. Further, Title 24, C.R.S. as amended, Article 101 through 112 and Rules adopted to implement the statutes govern this procurement.

**KK. SPECIAL PROVISIONS:**

**CONTROLLER'S APPROVAL**

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

**FUND AVAILABILITY**

2. Obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

## **BOND REQUIREMENT**

3. If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to the State official who will sign the contract, a good and sufficient bond or other acceptable surety to be approved by said official in penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety conditioned upon the faithful performance of the contract and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond is executed, delivered and filed, no claim in favor of the contractor arising under such contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with CRS 38-26-106

## **INDEMNIFICATION**

4. To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

## **DISCRIMINATION AND AFFIRMATIVE ACTION**

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended and other applicable law respecting discrimination and unfair employment practices (CRS 24-34-402), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. *Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.*

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertisings; lay offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(d) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(e) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity because of race, creed, color, sex, national origin, or ancestry.

(f) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of the contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

(g) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(h) The contractor will include the provisions of paragraphs (a) through (h) in every sub-contract and subcontractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation, with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado

### **COLORADO LABOR PREFERENCE**

6a. Provisions of CRS 8-17-101 & 102 for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

b. When a construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with this subsection 6 may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of Federal law, this subsection shall be suspended, but only to the extent necessary to prevent denial of the money or to eliminate the inconsistency with Federal requirements (CRS 8-19-101 and 102).

### **GENERAL**

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by an extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.

9. Pursuant to CRS 24-30-202.4 (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, CRS; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgement as certified by the controller.

10. The signatories aver that they are familiar with CRS 18-8-301, et. seq., (Bribery and Corrupt Influences) and CRS 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.

11. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein:

## **LL. YEAR 2000 WARRANTY INFO**

### **Year 2000 Warranty (Other than Construction)**

The contractor or vendor warrants that the software, firmware, or supplies delivered, or services performed, under this contract or purchase order to be used before, during, and after the turn of the century (January 1, 2000) are "Year 2000 compliant." "Year 2000 compliant" means fault-free performance in the processing of date and date-related data (including, but not limited to calculating, comparing, and sequencing) by all software products, firmware, and supplies, individually and in combination as a system, when used in accordance with the product documentation provided by the contractor or vendor. Fault-free performance means :

- no invalid or incorrect results or abnormal termination prior to, during, and after January 1, 2000 as a result of date or date-related data or data processing that represents or references different centuries or more than one century; and
- proper calculation and handling of leap years; and
- except for normal user interfaces (e.g. four digit date entry) identified in the contractor's or vendor's documentation, such date data processing shall be transparent to the user.

In the event this warranty is breached, the State may elect to (1) return the software or supply and receive a refund of the purchase price (in the case of delivered software or supplies) or (2) require the contractor or vendor to make all code revisions or repairs/replacements of firmware or supplies, as well as revisions to associated documentation, at no cost to the State in order to ensure that the software, firmware or supplies are Year 2000 compliant so long as notice of such defect is provided no later than 90 days after discovery. This warranty shall survive acceptance of the software, firmware, or supplies and is not subject to any disclaimer or limitation of warranty or other limitation of the contractor's or vendor's liability which may be specified in this contract or purchase order, or any exhibits, appendices, or any other document attached or incorporated in this contract or purchase order by reference. The remedies specified herein shall

not be exclusive remedies and shall not limit any other remedy at law or equity available to the State.

**MM. PRICE AGREEMENT TERMS AND CONDITIONS**

The intent of this RFP is to award a statewide price agreement. Therefore, attached to this solicitation is an additional document entitled "PA\_Terms". This document is hereby incorporated and, by this reference, included as a portion of this solicitation.